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2
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Los Angeles, California 90010
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(213) 383-7368 - (fax)
7 maimons@aol.com - (e-mail)

8 Attorney for Defendant
9 NJ Properties Inc.

10
11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

13
14 BYRON CHAPMAN,) No. CV16-02893-EJD
15)
16) DEFENDANT'S RESPONSE
17 Plaintiff,) AS TO ARTICLE III
18) STANDING AND DAMAGES
19 vs.)
20)
21 MUNDO'S CAFE, ET AL.,) DATE: November 5, 2018
22) TIME: 9:00 a.m.
23) CTRM: 4
24 Defendants.)
25)
26 _____
27
28

1
2 I,
3

4 INTRODUCTION
5

6 The Defendant NJ Properties, Inc. ("NJ") is the legal owner of the subject property and
7 the lessor of Mundo's Cafe ("MC") which has also been sued in this action.
8

9 Plaintiff entered a default against NJ on September 13, 2016. NJ was not represented
10 by counsel at the time default was entered against it and its present counsel ("Weiser") was
11 hired to represent NJ after such default was entered.
12

13 After NJ hired Weiser to represent it in this case, Weiser contacted Thomas Frankovich,
14 Esq. ("Frankovich"), the attorney of record for the plaintiff, and requested in several
15 conversations that the default against NJ be vacated and that NJ be permitted to file an answer
16 to the complaint.
17

18 On February 20, 2017, NJ filed an ex-parte application to vacate the default and for
19 leave to file an answer to the complaint which was granted by the court. At the time the ex-
20 parte was granted, the present Article III judge was assigned to the case in lieu of the
21 magistrate judge.
22

23 NJ contends that it purchased the subject property on April 19, 2016 before plaintiff
24 allegedly first came to the property and does not control the lessee MC.
25
26
27
28

1 In Weiser's conversations with plaintiff's counsel, Frakovich requested that he send
2 proof that NJ did not own the subject property at the time of the incident.
3

4 On February 3, 2017, Weiser sent Frankovich by e-mail a copy of a grant deed that
5 Rakesh Panchal, recorded and vesting title to the subject property on April 19, 2016 in NJ's
6 name.
7

8 Subsequently, plaintiff rejected NJ's claim that it was not liable claiming that the grant
9 deed indicates that it was signed signed and notarized on January 28, 2016, prior to the date
10 that plaintiff allegedly entered onto the subject property.
11

12 Plaintiff has no evidence that NJ was in possession or control of the subject property
13 prior to April 19, 2017 and, in fact, NJ entered into a written lease agreement with Mundo's
14 Cafe on April 27, 2017. A copy of the grant deed and lease agreement are attached as Exhibits
15 "A" and "B".
16

17 As of October 11, 2017, all alleged ations of the ADA have been addressed and the
18 subject property is in compliance. A copy of pictures taken on Wednesday, October 11, 2017,
19 by Mr. Panchal is attached hereto as Exhibit "C".
20

21 On May 11, 2018, Plaintiff entered into an agreement to dismiss the Defendant MC.
22 the site where the claimed barriers were encountered in exchange for payment of \$15,000 and
23 compliance with ADA requirements.
24

25 Plaintiff in its pre-trial conference statement now requests that this Court hold a trial
26 on alleged violations that were not alleged in the original complaint, or for that matte in the
27 First Amended Complaint. Further, Plaintiff requests that it be allowed to seek damages
28

1 without any offset from its settlement with Mundo's. This is contrary to settled Ninth Circuit
2 law which does not allow a double recovery.
3

4

5 **II.**

6 ARGUMENT

7

8 **A. PLAINTIFF LACKS ARTICLE III STANDING**

9

10 **AGAINST THE DEFENDANT NJ**

11 Article III of the U.S. Constitution limits the jurisdiction of the district court and requires
12 as "the irreducible constitutional minimum of standing" that plaintiff show "(1) it has suffered
13 an 'injury in fact' that is (a) concrete and particularized and (b) actual or imminent, not
14 conjectural or hypothetical; (2) the injury is fairly traceable to the challenged action of the
15 defendant; and (3) it is likely, as opposed to merely speculative, that the injury, will be
16 redressed by a favorable decision." Krottner v Starbucks Corp., 628 F.3d 1139, 1141 (9th Cir.
17 2010).

18 As an initial matter, NJ strongly disagrees that plaintiff has Article III standing to sue
19 it for alleged ADA violations before it took title and possession to the subject property as
20 plaintiff's injury is not fairly traceable to the challenged action of NJ. As was stated in Section
21 I., there is no evidence that NJ was in possession or control of the subject property prior to
22 April 19, 2017 and, in fact, all the evidence is to the contrary as NJ obtained legal title by way
23 of the graft deed on April 19, 2017 and entered into a written lease agreement with Mundo's
24 Cafe on April 27, 2017. (Exhibits "A"- "B").
25

In Arizonans for Official English v Arizona, 520 U.S. 43 (1996), the U.S. Supreme Court held that Article III standing required standing for each stage of the litigation. This requirement certainly encompasses the requirement that standing exist at the time the complaint is filed. See Preiser v Newkirk, 422 U.S. 395, 401 (1975) (to qualify as a case fit for federal court adjudication, an actual controversy must be extant at all stages of review, not merely at the time the complaint is filed).

As to the Plaintiff encountering barriers on March 11, 2016 and May 9, 2016 (Complaint, pg. 10, paragraph 26), this was close to a year before Defendant NJ took possession and title to the subject property, Plaintiff lacked standing against Defendant NJ at the very outset of the litigation. This cannot be cured by manufacturing alleged new visits to the property after the complaint was filed. See Brother v CPL Investments, Inc., 317 F.Supp.2d 1358 (S.D. Fla. 2004) (plaintiffs in ADA case do not have standing complain about alleged barriers they were unaware of at the time of the filing of the complaint)..

Further, the settlement between the Plaintiff and MC now renders this case moot, certainly as to the requested injunctive relief.

"The doctrine of mootness, which is embedded in Article III's case or controversy requirement, requires that an actual, ongoing controversy exist at all stages of federal court proceedings." Pitts v Terrible Jerbst, Inc., 653 F.3d 1081, 1086 (9th Cir. 2011). Because the power of a federal court to decide the merits of a claim ordinarily evaporates whenever a prerequisite to standing disappears, the doctrine of mootness has been described as "the doctrine of standing set in a time frame." Native Village of Noatak v Blatchford, 38 F.3d 1505, 1509 (9th Cir. 1994).

"The basic question in determining mootness is whether there is a present controversy as to which effective relief can be granted." Rutz v City of Santa Maria, 160 F.3d 543, 549 (9th Cir. 1998).

Assuming, arguendo, that NJ did have possession and control of the subject property at the time that this action was initiated, the claimed deficiencies have been corrected and there is no effective equitable relief that the district court can fashion. If Plaintiff claims that they are not corrected, then Plaintiff's remedy is still moot as it agreed that such relief would come from MC, the owner and operator of the Cafe. A request for injunctive relief remains live only so long as there is some present harm left to enjoin and past exposure to illegal conduct does not in itself show a present case or controversy regarding injunctive relief if unaccompanied by any continuing, present adverse effects. O'Neal v City of Seattle, 66 F.3d 1064, 1066 (9th Cir. 1995).

Plaintiff claims statutory damages for the claimed violations but, as argued earlier, at the time of the initial claimed violations plaintiff lacks standing against NJ.

It has long been held that costs standing alone are insufficient to confer Article III jurisdiction "where none exists on the merits of the underlying claim." Steel Co. v. Citizens for a Better Env't, 523 U.S. 83, 107 (1998). Rather, case or controversy sufficient to confer Article III jurisdiction exists only when succeeding in the litigation will afford "the plaintiff some other benefit besides reimbursement of costs that are a byproduct of the litigation."

Finally, the Ninth Circuit clearly holds that a double recovery of damages, costs or attorney fees are prohibited, both under this circuit’s case law and under California law. See Bravo v City of Santa Maria, 810 F.3d 659, 668 (9th Cir. 2016) (finding that a recovery of costs and attorney’s fees in a 42 U.S.C. Section 1983 action against one defendant pursuant to a settlement agreement must be offset against the remaining defendant and further holding that this rule is consistent with California law).

III.

CONCLUSION

Therefore, Defendant NJ respectfully requests that the case be dismissed against Defendant NJ.

LAW OFFICES OF
FRANK A. WEISER

By: Frank A. Weiser
FRANK A. WEISER, Attorney
for Defendant NJ PROPERTIES
INC.

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12 EXHIBIT "A"
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RECORDING REQUESTED BY
Tiger Title Company of California
MAIL TAX STATEMENTS AND
RECORDED DEED TO:

NB Properties, Inc., a Washington corporation,
290 Atascadero Rd.
Santa Barbara, CA 93442

Stephanie Maggio
Monterey County Recorder

PAGE ONE OF
419,000
1718 ATC

TICOR TITLE-SR DPS

DOCUMENT: 2016020552

Pages	Pages	Pages
21,00		
	2205,12	
		1,12
		870,00,10

FILE NUMBER: 16020552
SEARCH NUMBER: 64370, SANCTUARY

NOTARIZED RECORDING INDEX

GRANT DEED

THE SUBSCRIBED GRANTOR DECLARIES
HE IS INCORPORATED AS A
SOCIETY IN MONTEREY
AND OWNES THE PROPERTY
HEREIN DESCRIBED.

Documentary Transfer Tax is \$7,106.00 City Taxes \$ - 0.00
 Estimated on full value of interest in property conveyed or
 Full taxable value of less than five thousand dollars increasing in amount of one

THE SUBSCRIBED GRANTOR IS NOT A PERSONAL REPRESENTATIVE, TRUSTEE, OR
ASSESSOR AND HOSPITALITY, INC. A CALIFORNIA CORPORATION

GRANTOR
NB Properties, Inc., a Washington corporation

the following real property in the city of Monterey County of Monterey State of California
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOP

dated January 25, 2016

MONTEREY HOSPITALITY, INC., a corporation

By *J. Michael Bissell* 1/28/16
Vice President, President

By *R. P. Collier* 1/28/16
Notary Public, N.P. Secretary

MAIL TAX STATEMENT AS DIRECTED ABOVE

1/28/16

NOTARY SEAL.

Under the provisions of Government Code 27361.7, I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary _____
State of _____ California

Commission number _____

County where this is filed _____

Date of Notarization _____ May 2, 2007

Manufacturer/Vehicle Identification number _____ 1JDA7

PLACE OF EXECUTION _____ Fresno

DATE OF EXPIRATION _____

SIGNATURE _____

Leviathan Brothers - TPS Agent



EXHIBIT "A"

LEGAL DESCRIPTION

ALL LAND REFERRED TO IN THIS DEED IS LOCATED IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Model I

LOTS 18 AND 19 IN BLOCK 8 AS SHOWN AND NUMBERED ON THE MAP OF LIV. OHS PARK, IN THE CITY OF MONTGOMERY, CALIFORNIA, ON FILE WITH THE OFFICE OF THE CLERK, RECORDS OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AND ON FILE AND AT RECORDS OF SAID CITY, ON TWO PAGES AND FORTY-FIVE FEET.

EMULSION FROM SALT CREEK AND THE PINEY WOODS THEREAT LIVING SOUTHWESTERLY OF A LINE
DRAWN PARALLEL TO AND DISTANT ONE MILE WEST MEAS RD 11 RHEE, ANGELS MOUNTAIN
AND THE SOUTHERN END OF SOUTHERN LINE OR SALT CREEK AND THE SOUTHWESTERLY
PROJECTION OF THE SOUTHERN LINE OR SALT CREEK.

SARASWATI

BEGINNING AT A POINT ON THE ALASKA-NEVADA LINE OF THE COUNTY ROAD WHICH SATURDAY NIGHT
COUNTY ROAD IS INTERSECTED BY THE DOWNGRAD LINE BETWEEN SALT LAKE NUMBERED 3 AND 18,
EACH NUMBERED 3 AS SHOWN UPON THE APPROVED MAP, AND RUNNING THENCE SOUTH 72° 45'
WEST ALONG THE SALT LAKE-NEVADA LINE OF SALT LAKE STATE HIGHWAY NO. 33, THIRTY-SIX AND
THREE-THIRTY-SEVEN FEET THEREON TURNING WEST AND ENDING WITH THE SOUTHEASTERN LINE OF SALT LAKE
NUMBERED EIGHTY-FIVE EIGHTH MILE THENCE TO THE SOUTHEASTERN END OF A SALT LAKE
NUMBERED EIGHTY-FIVE EIGHTH MILE NUMBER 44-34-37 EAST 45' AND ALONG THE
SOUTHEASTERN LINE OF SALT LAKE NUMBERED EIGHTY-FIVE EIGHTH MILE NUMBER 44-34-37 EAST 45' AND
THENCE WESTERLY EIGHT MILE NUMBER EIGHTH MILE NUMBERED EIGHTY-FIVE EIGHTH MILE NUMBER 44-34-37 EAST 45'
THENCE WESTERLY EIGHT MILE NUMBER EIGHTH MILE NUMBERED EIGHTY-FIVE EIGHTH MILE NUMBER 44-34-37 EAST 45'
THENCE WESTERLY EIGHT MILE NUMBER EIGHTH MILE NUMBERED EIGHTY-FIVE EIGHTH MILE NUMBER 44-34-37 EAST 45'
THENCE WESTERLY EIGHT MILE NUMBER EIGHTH MILE NUMBERED EIGHTY-FIVE EIGHTH MILE NUMBER 44-34-37 EAST 45'

PARKER, 10

EXHIBIT "B"

California Commercial Lease Agreement

This First Amended Lease Agreement ("Amendment") is made and effective April 1st, 2017, or upon five days of notice, by the lessee located at 1707-1 Fragment St., Bakersfield, CA 93301 (hereinafter known as the Red Roof Inn, Monterey, whatever it may be), to and between:

Rakesh Parikh for N9 Properties Inc., Landlord; Christopher J. and Eli Dungey for Munoz's Garage, Tenant

Land lying in the town of Lapeer and in present census county of Lapeer, and numbered as 2230 N. Pleasant Street, Lapeer, S. 32-2990, 1931; also 9744 Academy of Detroit, and 9744, described as follows: - One building, 2 1/2 story, general legal description of said right:

Standard makes available for rent A one bedroom studio apartment located at 1000 N. 1st Street, Phoenix, Arizona.

or related changes, or for the League to reapply to "eXtinct". The SOTC declines to lease the League's property from the SOTC for the term of the rental, and notes the joint liability, confidentiality and protection clauses set forth.

bioRxiv preprint doi: <https://doi.org/10.1101/2021.05.10.443800>; this version posted May 10, 2021. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under aCC-BY-NC-ND 4.0 International license.

三

A Landmark Inquiry testifies that the Royal Engineering Regiment had been involved in the shooting down of the Malaysia Airlines flight MH17, originating April 25th, 2012 [Star Date] and ending August 17th, 2014 [End Date] from the class of weapons of the Royal Engineers located at garrison 14, Regent's Park, London, UK, currently known as the Royal Engineers Museum, Walthamstow, London, E17 4BG.

2. Tenant shall pay to Landlord during the term of \$19,500.00 per month [Annual Rent] payable monthly in installments of \$1,625.00 [Monthly Rental Amount] per month, except the initial payment shall be paid in full at the time of signing the lease agreement. The first month's rent is due on the first day of the month following the date of signing the lease agreement. Subsequent payments shall be made on the first day of each month prior to the first day of the month following the date of signing the lease agreement. The address for payment shall be the address of the property or the address of the Landlord as set forth in the lease agreement or as otherwise designated by written notice to Tenant. The rental amount, annual or monthly, shall be reduced after lease commencement if early cancellation of the lease or if the Landlord fails to make the property available for occupancy.

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Notwithstanding the foregoing, Rule 11 shall not apply to Section 19(b)(2) of the Securities Exchange Act of 1934, which prohibits selling any explosives, dangerous or other inherently dangerous substance, chemicals, thing or device.

4. Subfence and Assignment

Temporary or short-term use of the Premises by Tenant for any other purpose, or combination with other Tenant's, may, prior to consideration of any right of first refusal, to any other lessee, under conditions acceptable to Landlord, provided such other lessee has agreed to assume all obligations of the Leasehold Agreement, including payment of rent, taxes, insurance premium, and other expenses, and shall not interfere with the use of the Leased Premises, or cause any disturbance or waste of the same, Landlord's consent, such consent not to be unreasonably withheld or delayed.

Page 10 of 10

Journal of the Central Bank. Several years ago, we at the Central Bank of Chile proposed to the Chilean government a law that would have prohibited such financing, requiring banks to disclose, within 10 days, any other parts of the law that had been contravened or were being violated by the company. Also, during the time the bill sat, a standard shall mark at 14% interest a company's 30 existing electric power facilities throughout the country in the Ecuadorian provinces, and the law researches its compatibility with the existing legislation.

Tenant shall be responsible for any new repairs or expenses to the property if required by law by the City or Municipality.

11. Alterations and Improvements.

Tenant or Tenant's assigns shall have the right following Landlord's consent to remodel, redecorate, and make alterations, improvements and replacements of and to all or any part of the Leased Premises from time to time so long as they are desirable provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and retain personal property, trade fixtures, equipment and other temporary installations in and upon the leased premises, and install the same to the purpose. All personal property equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the lease term or placed or installed in the Leased Premises by Tenant thereafter, shall remain the property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

12. Property Taxes.

Landlord shall pay, prior to due date, all general real estate taxes and installments of special assessments concerning the Leased Premises, including fixtures, and any coming property taxes with respect to Landlord's interest in the property, if any, or the Leased Premises. Tenant shall be liable for 10% of paying all personal property taxes with respect to Landlord's portion of property in the Leased Premises.

13. Insurance.

In the Leased Premises or any portion thereof, Tenant is authorized to, for or other convenience, put, store, keep, and/or graze of Tenant, or any of Tenant's agents, employees, or invitees, rent shall not be diminished or waived while such dangerous articles, objects, and Tenant shall be liable, jointly with his guests, for any damage or loss caused thereby.

13.1 Landlord shall maintain insurance protection of the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on its fixtures and property, including rented sole truck fixtures, located in the Leased Premises.

13.2 Landlord and Landlord's agent(s) is own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each of the lessors, with the insurance to be fully paid up, before due date, renewable, and including upon some reasonable notice by Landlord, such insurance to afford minimum protection or not less than \$1,000,000 combined single limit coverage of bodily injury, property damage, or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant upon providing Landlord with current Certificates of Insurance evidencing Tenant's comprehensive liability insurance, Landlord shall, at the agreement of Tenant's insurer, notify the insurer that a policy is due to expire at least (10) days prior to such expiration, to indicate that not be required to furnish insurance coverage under written fee, otherwise furnished or given by Landlord.

14. Utilities.

Tenant shall pay all charges for water, gas, heat, lighting, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant is obliged to pay such utility bills within (15) days of invoice. Tenant may, subject to the Leased Premises are reasonably suitable, plant and/or install an electrical panel for one standard three light fixture. Tenant shall not install equipment or devices that draws excessive voltage, energy or power usage. In case of a power surge, either or over load the wiring or equipment with the risk, damage or other results.

15. Signs.

During Landlord's absence, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, temporary signs which are permitted by applicable zoning, building and zoning restrictions. Landlord may refuse to accept any proposed sign or aqu that is in Landlord's opinion to be objectionable, unattractive or offensive in appearance or improper prior to the Leased Premises or use of any other tenant. Landlord shall assist and collaborate with Tenant in obtaining any necessary permission from governmental authorities or policing officers and/or agents for Tenant to place or inspect the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs, installed by Tenant.

1. Entry.

Tenant shall have the right to enter on the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby interfere with Tenant's business on the Leased Premises.

2. Parking.

During the term of this Lease, Tenant shall have the right during use in common with Landlord, other tenants of the Building, their guests and employees, of the non reserved customer automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking spaces within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents or employees.

3. Charging Rates.

Landlord and Tenant and their agents shall be required to pay rent and, from time to time and without notice, all taxes, premiums, employees, utilities and expenses. To be all charged. To such rates will be sent by Landlord to Tenant in writing. The initial rates for the lease, and attached hereto, as fixed it, \$1000 per month herein for all purposes.

4. Damage and Restoration.

Subject to Section 2.7 above, if the Leased Premises or any part thereof or any improvement thereto is so damaged by fire, casualty or structural defect that the same cannot be used for Tenant's purposes, then Tenant shall have the right to continuity (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, neither Tenant nor Landlord shall be liable for any delays resulting from such damage, and Tenant shall make necessary repairs in Landlord's otherwise which are beyond Tenant's reasonable control, and Tenant shall be relieved from payment of rent and other charges during any period of the latter term that the Leased Premises are incapable of use, whether by reason of fire, casualty, or other circumstances, for Tenant's purposes. Rent and other charges paid by Tenant for any such periods shall be credited on the next ensuing payments, if any. If no further payments are to be made, any such revenue payments shall be retained by Landlord. The provisions of this paragraph do not apply to the manner whereby, but less to any intention which is beyond Tenant's reasonable control and which renders the Leased Premises.

5. Default.

It shall be deemed any failure by Tenant in the payment of rent when due to Landlord as herein provided, and it shall be deemed a default for failure of Tenant, after written notice thereof shall have been given to Tenant by Landlord, to perform or observe any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after receipt of the written notice by Landlord, unless such default has been continuing and is being diligently prosecuted; Landlord may declare the entire term of this Lease ended and terminate by giving Tenant written notice of such intention and if possession of the Leased Premises is not so surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy at law provided by the law of New York State, the right on account of a Tenant default, either in whole or in part, Landlord shall use reasonable efforts to mitigate its damages.

6. Compensation.

in every fidelity, consternation & anxiety, provides the Plaintiff in such case thereof which shall make the Landed Premises fit for tenancy, to his Lease, until such time when the public authority takes possession, and Landlord and Tenant to bear account for rent payable of this lease.

11. Security Deposit.

The Security Deposit shall be held by Landlord without liability for interest; and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or an measure of Landlord's damages in case of default by Tenant. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrears of rent or to satisfy any other covenant or obligation of Tenant herein. Following any such application of the Security deposit, Tenant shall pay to Landlord on demand the amount so expended, together with the Security Deposit held or paid amount. If Tenant is not in default at the termination of this lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant.

12. Notice.

Any notice required or permitted hereunder shall be given or sufficiently given or served if sent by Tenant to the address herein set forth or requested, addressed as follows:

Landlord:

John R. Thompson

1000 University Street
Seattle, WA 98101

Landlord's Agent:
(Landlord's Address)

If no answer is received:

Seattle Police

Landlord
John R. Thompson

1000 University Street
(Landlord's Address)

In addition, Landlord shall have the right to nominate to Tenant to receive the notice herein to be given under this lease up to any written notice given to the other party.

13. Brokerage.

Tenant represents that Tenant is not represented by any broker, state or local agent, and that Tenant has not otherwise engaged any individual or firm to serve as a broker for real estate commission, brokerage, or otherwise fee or other similar amount, in connection with this Lease.

14. Headings.

The headings used in this Agreement for convenience of the parties only and shall not be considered in interpreting the provisions of this Agreement.

a. Successors

The provisions of this Lease shall extend to and be binding upon and over and their heirs, executors, administrators, successors and assigns.

b. Assignment

Tenant shall not assign, relet or otherwise convey without Landlord's consent, with respect to any interest for which Landlord's consent is required, or otherwise, the entire leasehold.

c. Sublease

If there is a default with respect to any of Landlord's covenants, and, within 30 days thereafter, Landlord gives written notice to Tenant specifying the default, Tenant may, at its option, cure such default prior to perfect termination, cure such default and deduct the amount so paid from the next rental or payment of rent, provided Landlord and Tenant shall have been fully compensated for such expense. If the lease terminates prior to completion involving full administration, Landlord shall pay the undisputed expenses incurred prior thereto.

d. Condemnation

Tenant shall comply with all laws, orders, ordinances and requirements of law of Maryland with regard to the use of the leased premises. These include any laws, regulations, and rules governed by the City of Maryland, CA. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises. Neither party, Landlord or Tenant, is responsible for the other party's breach of any laws, rules, and regulations. Landlord and Tenant each respectively take full responsibility of any issues that may occur in regards to complying with any laws.

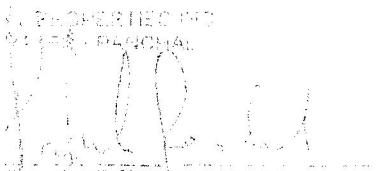
e. Oral Agreements

Any oral agreements, representations or warranties concerning the markings or dimensions of the property heretofore made, or any agreement may be set forth in writing by either party that is duly executed by both parties.

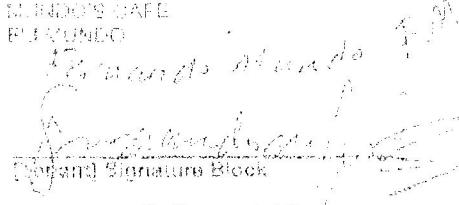
f. Programming

This Agreement and all its parts are acknowledged and incorporated by, through and under the laws of the State of Maryland.

SIGNED AND SIGNED THIS 11th day of October, 2017, by the parties to this Agreement:

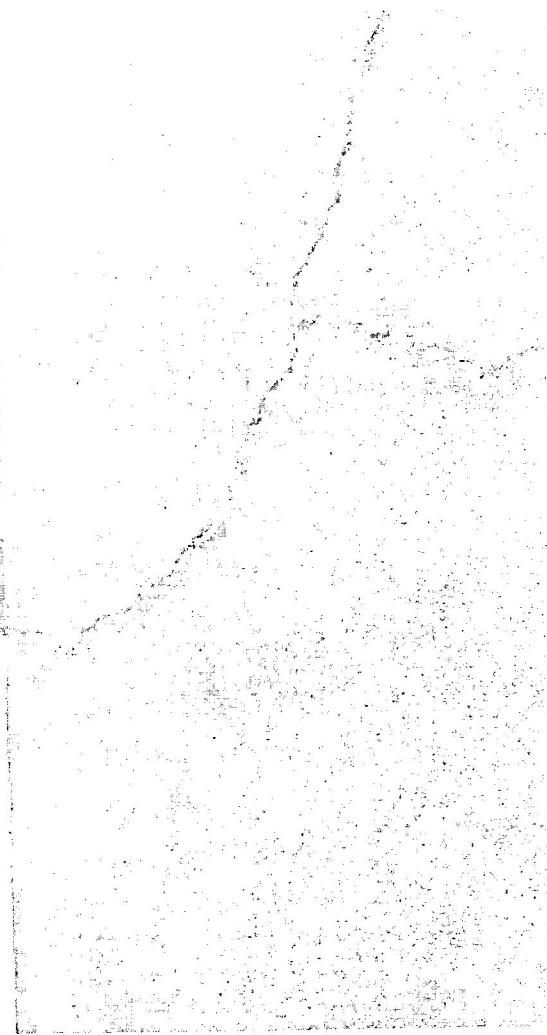
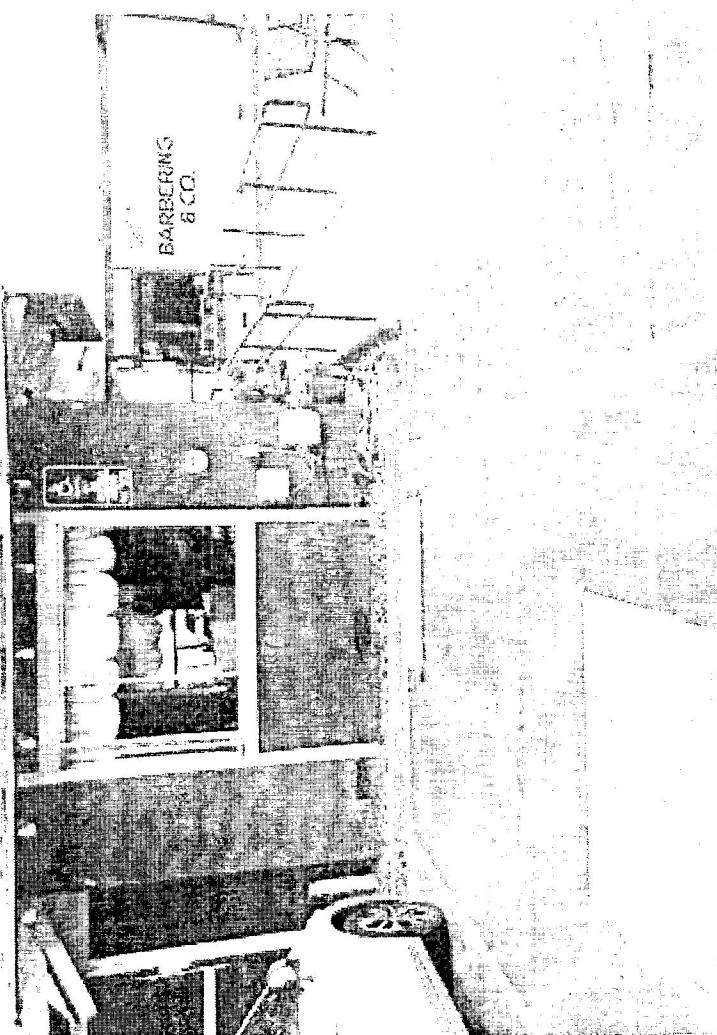
LANDLORD
GLEN'S PLAZA

Landlord Signature Block

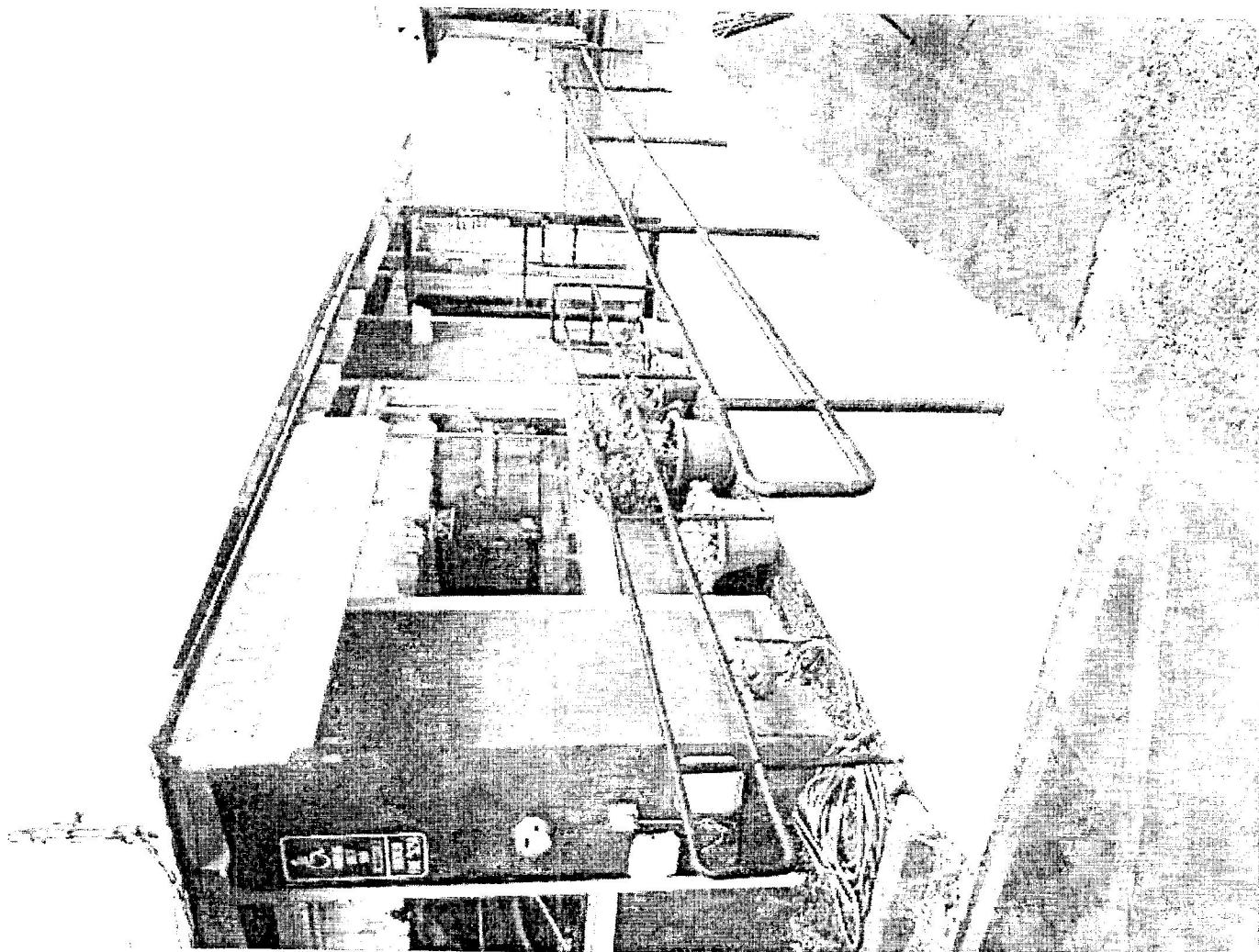
Date:
10/11/17

MURDOCH'S CAFE
ELVINGTO

Tenant Signature Block

Date:
Oct 22 2017
10/22/17

EXHIBIT "C"





Sent from my iPhone